

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

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RECORDATION NO.

FILED 1425

JUL 30 1991 -10 00 AM

INTERSTATE COMMERCE COMMISSION

July 30, 1991

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder, are an original and two counterparts of Instrument of Satisfaction and Release, a secondary document, dated as of June 1, 1991, by and among Mercantile-Safe Deposit and Trust Company, as Agent ("Agent"), and United States Trust Company of New York, as Trustee ("Trustee") under a Trust Agreement dated as of March 1, 1976 with General Electric Capital Corporation (formerly known as General Electric Credit Corporation), with respect to a lease involving Union Pacific Railroad Company, the successor in interest to American Rail Box Car Company, as Lessee ("Lessee"), relating to that certain Assignment of Lease and Agreement between Trustee and Agent, dated as of March 1, 1976, recorded under Recordation No. 8253-A.

It is my understanding that the recordation number to be assigned to this new document as described in the preceding paragraph will be: 8253-D.

The names and addresses of the parties to the enclosed document are as follows:

AGENT: Mercantile-Safe Deposit and Trust Company
Post Office Box 2258
Two Hopkins Plaza
Baltimore, Maryland 21203

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TRUSTEE: United States Trust Company of New York
114 West 47th Street
New York, New York 10036

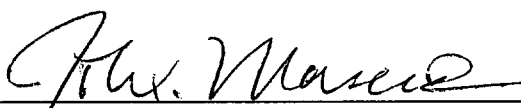
The undersigned is the attorney-in-fact for purposes of this filing. Please return the original of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or the bearer hereof.

Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

A short summary of the document to appear in the index follows:

Instrument of Satisfaction and Release, dated as of June 1, 1991 by and among Mercantile-Safe Deposit and Trust Company, as Agent, and United States Trust Company of New York, as Trustee, relating to that certain Assignment of Lease and Agreement between Trustee and Agent, dated as of March 1, 1976, recorded under Recordation No. 8253-A.

Respectfully submitted,

By: 
John K. Maser III
Attorney-In-Fact

JUL 30 1991 -10 00 AM

INTERSTATE COMMERCE COMMISSION
INSTRUMENT OF SATISFACTION AND RELEASE dated as of June 1, 1991 by and among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Trustee") under a Trust Agreement dated as of March 1, 1976, with General Electric Capital Corporation (formerly known as General Electric Credit Corporation), and UNION PACIFIC RAILROAD COMPANY, the successor in interest to American Rail Box Car Company, as Lessee (the "Lessee").

WITNESSETH:

WHEREAS, PACCAR, INC. ("PACCAR"), the Trustee and the Lessee hereto entered into a Conditional Sale Agreement (the "PACCAR Conditional Sale Agreement") dated as of March 1, 1976;

WHEREAS, the PACCAR Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on March 30, 1976, and assigned Recordation No. 8250;

WHEREAS, PACCAR and the Agent entered into an Agreement and Assignment (the "PACCAR Assignment"), dated as of March 1, 1976;

WHEREAS, the PACCAR Assignment was filed and recorded with the Interstate Commerce Commission on March 30, 1976 and assigned Recordation No. 8250-A;

WHEREAS, Pullman, Incorporated (Pullman Standard Division) ("Pullman"), the Trustee and the Lessee hereto entered into a Conditional Sale Agreement (the "Pullman Conditional Sale Agreement") dated as of March 1, 1976, and an Amendment Agreement thereto, dated as of May 1, 1976;

WHEREAS, the Pullman Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on March 30, 1976, and the Amendment Agreement thereto on May 20, 1976, and assigned Recordation Nos. 8251 and 8251-B respectively;

WHEREAS, Pullman and the Agent entered into an Agreement and Assignment (the "Pullman Assignment"), dated as of March 1, 1976;

WHEREAS, the Pullman Assignment was filed and recorded with the Interstate Commerce Commission on March 30, 1976 and assigned Recordation No. 8251-A;

WHEREAS, the Trustee and the Lessee entered into a Lease of Railroad Equipment (the "Lease"), dated as of March 1, 1976, covering the equipment described in Schedule A thereto;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on March 30, 1976, and assigned Recordation No. 8253;

WHEREAS, the Trustee and the Agent entered into an Assignment of Lease and Agreement (the "Lease Assignment"), dated as of March 1, 1976, with respect to the Lease;

WHEREAS, the Lease Assignment was filed and recorded with the Interstate Commerce Commission on March 30, 1976 and assigned Recordation No. 8253-A;

WHEREAS, the parties hereto desire to execute this Instrument to evidence for public records the satisfaction and release of the rights and obligations of the parties under

the PACCAR Conditional Sale Agreement, the PACCAR Assignment; the Pullman Conditional Sale Agreement, as amended; the Pullman Assignment, and the Lease Assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto do hereby acknowledge the satisfaction and release of all the covenants, obligations, liens, and warranties of the PACCAR Conditional Sale Agreement, the PACCAR Assignment; the Pullman Conditional Sale Agreement, as amended; the Pullman Assignment, and the Lease Assignment. *But not the lease*

The Trustee will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This Instrument shall be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Trustee have caused this Instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective duly authorized officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent

By: _____
Vice President

ATTEST:

Title:

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee

By: *Christine C. Collins*
Assistant Vice President

ATTEST:

McConnell
Assistant Secretary Vice President

STATE OF)
COUNTY OF)

On this _____ day of _____, 1991, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that (s)he is a _____ of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

Notary Public

STATE OF *New York*)
COUNTY OF *Nassau*)

On this *10th* day of *July*, 1991, before me personally appeared *Christine C. Colling*, to me personally known, who, being by me duly sworn, says that(s)he is an Assistant Vice President of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its By-Laws, and (s)he acknowledges that the execution of the foregoing instrument was the free act and deed of said trust company.

Thomas McCutcheon

Notary Public

THOMAS McCUTCHEON
NOTARY PUBLIC, State of New York
No. 4965095
Qualified in Nassau County
Commission Expires April 16, 1992

the PACCAR Conditional Sale Agreement, the PACCAR Assignment; the Pullman Conditional Sale Agreement, as amended; the Pullman Assignment, and the Lease Assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto do hereby acknowledge the satisfaction and release of all the covenants, obligations, liens, and warranties of the PACCAR Conditional Sale Agreement, the PACCAR Assignment; the Pullman Conditional Sale Agreement, as amended; the Pullman Assignment, and the Lease Assignment.

The Trustee will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This Instrument shall be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Trustee have caused this Instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective duly authorized officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent

By: 
Vice President

ATTEST:


Title: Corporate Trust Officer

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee

By: _____
Assistant Vice President

ATTEST:

Assistant Secretary

STATE OF MARYLAND)
COUNTY OF HARFORD)

On this 3RD day of JULY, 1991, before me personally appeared John M. Mitchell, to me personally known, who, being by me duly sworn, says that (s)he is a VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

MY COMMISSION EXPIRES OCTOBER 22, 1994

Richard E. Hager
Notary Public

STATE OF)
COUNTY OF)

On this _____ day of _____, 1991, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that (s)he is an Assistant Vice President of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its By-Laws, and (s)he acknowledges that the execution of the foregoing instrument was the free act and deed of said trust company.

Notary Public